

No. 1327

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**NETHERLANDS**  
**and**  
**SPAIN**

**Agreement for the regulation of civil air lines (with annex).**  
**Signed at The Hague, on 20 June 1950**

*Official texts: Dutch and Spanish.*

*Registered by the International Civil Aviation Organization on 18 July 1951.*

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**PAYS-BAS**  
**et**  
**ESPAGNE**

**Accord relatif aux lignes aériennes civiles (avec annexe).**  
**Signé à La Haye, le 20 juin 1950**

*Textes officiels néerlandais et espagnol.*

*Enregistré par l'Organisation de l'aviation civile internationale le 18 juillet 1951.*

## TRANSLATION — TRADUCTION

No. 1327. AGREEMENT<sup>1</sup> BETWEEN THE KINGDOM OF  
THE NETHERLANDS AND SPAIN FOR THE REGULA-  
TION OF CIVIL AIR LINES. SIGNED AT THE HAGUE,  
ON 20 JUNE 1950

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The Government of the Kingdom of the Netherlands and the Government of Spain, desiring to encourage civil air transport between the Netherlands and Spain, conclude the following Agreement on the operation of regular air transport services between their respective countries :

*Article I*

The Contracting Parties grant each other the rights specified in the annex hereto necessary for establishing the international civil air routes and services set out therein, whether such services be inaugurated immediately or at a later date, at the option of the Contracting Party to whom the rights are granted.

*Article II*

Each of the air services mentioned in the annex may be put into operation as soon as the Contracting Party entitled by virtue of article I to designate an airline or airlines for the route concerned has authorized an airline for such route. The Contracting Party granting the right shall, subject to the provisions of article VI hereof, be bound to grant the appropriate operating permission without delay to the airline or airlines concerned.

*Article III*

In order to prevent all discriminatory practices and to assure equality of treatment, it is agreed that :

(a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel and lubricating oils taken on board aircraft of a Contracting Party and spare parts, motors, equipment and general supplies introduced into the

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<sup>1</sup> Came into force on 20 June 1950, as from the date of signature, in accordance with article XIV.

territory of one Contracting Party, or taken on board an aircraft in that territory by the other Contracting Party or its nationals, and intended solely for use by aircraft of such other Contracting Party, shall be accorded national treatment with respect to the imposition of Customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered.

(c) Aircraft operated on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of either of the Contracting Parties authorized to operate the routes and services specified in the annex, shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from Customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

(d) Goods so exempted may not be unloaded save with the approval of the Customs authorities of the other Contracting Party. These goods shall be re-exported and kept under Customs supervision until re-exportation.

#### *Article IV*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services specified in the annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another State.

#### *Article V*

(a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other Contracting Party without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Party.

(b) Passengers, crews and consignors of goods shall be bound, either in person or through third parties acting on their behalf and in their name, to comply with the laws and regulations in force in the territory of each Contracting Party as to admission to, stay in, and departure from its territory, of passen-

gers, crew or cargo, such as regulations relating to entry, clearance, immigration, passports, Customs and quarantine.

#### *Article VI*

Each Contracting Party reserves the right to withhold a certificate or permit from an airline of the other Contracting Party, or to revoke such certificate or permit, whenever it has no proof that substantial ownership and effective control of such airline are vested in nationals of one or other Contracting Party, or whenever an airline fails to comply with the laws of the State over which it operates, as described in article V above, or to perform its obligations under this Agreement.

#### *Article VII*

Each Contracting Party shall be able freely to replace its concession-holding airlines by others after previously informing the other Contracting Party of such changes. The newly designated airline shall have all the rights and duties of its predecessor. On no account shall such substitution involve the responsibility of the State authorizing the concession.

#### *Article VIII*

The aeronautical authorities of the two Contracting Parties shall keep each other informed of offences committed on their respective territories by employees of the concession-holding airlines. Should it be ascertained that misconduct of a serious character has taken place, the competent aeronautical authority shall have the right to request the dismissal of the official responsible. Any recurrence of such offence shall give rise to a right to request the revocation of the concession granted to the airline in question.

#### *Article IX*

Tariffs shall be fixed by agreement between the designated airlines at reasonable levels, due regard being paid to economical operation, reasonable profit and the characteristics of each service. In fixing the tariffs, the recommendations of the International Air Transport Association (IATA) shall also be taken into account. Failing such recommendations, the Netherlands and Spanish airlines shall consult the airlines of third countries operating the same routes. Tariffs shall be subject to the approval of the competent aeronautical authorities of the Contracting Parties. If the airlines cannot reach agreement, or if one of the aeronautical authorities fails to approve the tariffs, the authori-

ties shall endeavour to reach an agreement. In the last resort the procedure set forth in article XV of this agreement may be applied.

#### *Article X*

In order to facilitate air transport, the aeronautical authorities of the two Contracting Parties shall agree on the necessary minimum facilities which are to be extended reciprocally, in the matter of installations and services on air-fields and routes, particularly with regard to aircraft safety systems, the exchange of information, languages and units of measure to be used, and codes.

The facilities and services shall be provided by each Contracting Party within the limit of its capacity and the means available, the standards in force being adhered to as closely as possible.

#### *Article XI*

Whenever nationals of one of the Contracting Parties are injured or their property is damaged in the course of transport by aircraft of the other Contracting Party, the respective aeronautical authorities shall do their utmost to ensure that due compensation is paid as quickly as possible to the parties concerned or to rightful claimants.

#### *Article XII*

The aeronautical authorities of the two Contracting Parties shall co-operate in settling any question relating to the execution of this Agreement and its annex.

#### *Article XIII*

Should either of the Contracting Parties wish to modify the routes or conditions set forth in the annex to this Agreement, it may request consultations between the competent aeronautical authorities of both Contracting Parties, such consultations to begin within a period of sixty days from the date of the request. When the aforementioned authorities mutually agree on new or revised conditions affecting the attached annex, their recommendations on the matter will come into effect after confirmation by an exchange of diplomatic notes.

*Article XIV*

This Agreement shall come into force on the date of signature. As from 1 February 1952, each of the Contracting Parties may give the other Party three months' prior notice of its denunciation of the Agreement.

*Article XV*

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement and its annex which cannot be settled directly by consultation between the airlines concerned, between the aeronautical authorities or between the respective Governments, shall be referred to arbitration either by tribunal or by some other agreed person or body.

The Contracting Parties undertake to comply with the provisional measures which may be ordered in the course of the proceedings, and with the arbitration award, the latter being in all cases considered as final.

IN FAITH WHEREOF, the undersigned duly authorized representatives have signed the present Agreement.

DONE in duplicate, at The Hague, on 20 June 1950, in the Dutch and Spanish languages, both texts being authentic.

(Signed) STIKKER

(Signed) SANTA CRUZ

## A N N E X

TO THE AGREEMENT BETWEEN THE KINGDOM OF THE NETHERLANDS AND SPAIN FOR THE  
REGULATION OF CIVIL AIR LINES

## I

Netherlands airlines authorized under the present agreement are accorded rights of transit and non-traffic stops in Spanish territory. The right to pick up and put down international traffic in passengers, cargo and mail is granted on the following routes :

Route I    Amsterdam  
             Frankfort-on-Main  
             Nice  
             Madrid  
             Lisbon  
             in either direction.

Route II    Amsterdam  
              Nice  
              Madrid  
              Lisbon  
              Sal and/or Dakar  
              Paramaribo  
              Caracas  
              Curaçao  
              in either direction.

## II

(a) The Netherlands airline or airlines designated by the Government of the Kingdom of the Netherlands may sell tickets for passage from Madrid only for the points mentioned in the itineraries and in accordance with the relevant financial provisions of the Spanish Government. This also applies *mutatis mutandis* to cargo.

(b) In virtue of the Agreement of 31 March 1947 between the Government of Spain and the Government of Portugal, it is understood that the provision in article I of the annex relating to the right to pick up and put down international traffic in passengers, cargo and mail, shall not apply on any flight between the metropolitan territories of Spain and Portugal.

## III

The Spanish airline or airlines designated by the Government of Spain reserve the right to operate air services in Netherlands territories in strict reciprocity with the services referred to in article I of this annex, and with commercial rights similar to those granted to the other Party.

## IV

(1) The capacity provided by the airlines designated by the Contracting Parties shall bear a close relationship to traffic requirements on the agreed routes.

(2) In application of the principle set forth in paragraph 1 above :

(a) The services provided by a designated airline shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to the normal and reasonably anticipated requirements of the said airline for the carriage of international air traffic from or to the territory of the Party designating the airline;

(b) The capacity provided under sub-paragraph (a) above may be increased by additional capacity adequate to the requirements of international air traffic from or to points on the agreed routes situated in the territory of States other than that designating the airline. Such additional capacity shall be related to the traffic requirements of the area through which the airline passes after taking account of the special position of air

services established by the airlines of the aforementioned States, in so far as they carry international air traffic from or to their territory over all or part of the agreed routes.

(3) In developing the long-distance lines established to meet the needs of the public for such transport, the development of local and regional services shall not be unduly affected. Without prejudice to the other provisions of this Agreement, it is recognized that the development of such local and regional services is a primary right of the Contracting Parties.

(4) The aeronautical authorities of the Contracting Parties shall consult each other, if either so requests, with a view to examining the conditions in which the provisions of this agreement are applied by the designated Netherlands and Spanish airlines and to ensuring that the interests of their local and regional services and of their long-distance services are not injured.

#### V

At least one week before the respective authorized services are placed in operation, the aeronautical authorities of the two Contracting Parties shall notify each other of the time-tables, tariffs, flight frequencies and types of aircraft used by their airlines.

They shall likewise notify each other of any changes in these arrangements.

#### VI

The postal authorities of the two Contracting Parties shall agree on arrangements for the use of the airlines for the carriage of airmail.

#### VII

Subject to authorization by the competent national aeronautical authority, each concession-holding airline may maintain its own technical and administrative staffs at the airports of the other Contracting Party. It is understood that such authorization shall cover the minimum staffs necessary for the airline's normal operation.

#### VIII

So long as visas are required for the admission of foreigners to the two countries, the crews entered in the manifests of aircraft of the two countries maintaining the air communications shall be exempt from visa requirements. They shall hold valid passports and identification papers issued by the airline to which they belong.

Should any member of a crew be obliged by circumstances to remain behind, the airline by which he is employed shall take steps to enable him to return to the country where it has its head office.